UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ABU ASHRAF, on behalf of himself and on behalf of other similarly-situated individuals, Plaintiff,	:	Civil Case No.
-against-	:	**COLLECTIVE AND CLASS ACTION COMPLAINT**
TAO LICENSING LLC, MADISON ENTERTAINMENT ASSOCIATES LLC, STRATEGIC HOSPITALITY GROUP, LLC, and ASIA FIVE EIGHT, LLC, Defendants.	:	**Jury Trial Demanded**

Plaintiff Abu Ashraf ("Plaintiff"), on behalf of himself and all other similarly-situated individuals, by and through his undersigned counsel Wigdor LLP, as and for his Complaint in this action against Defendants Tao Licensing LLC, Madison Entertainment Associates LLC, Strategic Hospitality Group, LLC, and Asia Five Eight, LLC (together, "Tao" or "Defendants"), hereby alleges as follows:

NATURE OF THE CLAIMS

1. Plaintiff is a former employee of a restaurant owned and operated by Defendants named TAO Asian Bistro – Uptown ("Tao Uptown" or the "Restaurant"), which is located at 42 East 58th Street in New York City. Plaintiff worked as a Busser for Defendants, and brings this class and collective action on behalf of all similarly-situated tipped service employees who are or were subjected to the same unlawful wage practices.

2. During his employment at Tao Uptown, Plaintiff and other similarly-situated individuals were subjected to numerous violations of federal and state labor laws, including (i) failure to pay minimum wage in violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C.

§§ 201 *et seq*., and the New York Labor Law ("NYLL"), §§ 650 *et seq*; and (ii) illegal retention and distribution to tip ineligible employees of gratuities and "charges purported to be gratuities" in violation of NYLL § 196-d.

3. Plaintiff's claims under the FLSA are brought as a collective action, pursuant to 29 U.S.C. § 216(b), on behalf of himself and on behalf of all other similarly-situated persons who were employed by Defendants as "Servers," "Bussers," "Runners," "Bartenders," "Barbacks," "Captains," or similar service "tipped" positions at Tao Uptown who were not paid the prevailing minimum wage for all hours worked during the full statutory limitations period (the "FLSA Collective Period"). Plaintiff and all such other similarly-situated persons are jointly referred to herein as the "FLSA Collective."

4. Plaintiff's claims under the NYLL are brought as a class action pursuant to Federal Rule of Civil Procedure ("FRCP") Rule 23 on behalf of himself and on behalf of all other similarly-situated persons who were employed by Defendants as "Servers," "Bussers," "Runners," "Bartenders," "Barbacks," "Captains," or similar service "tipped" positions at Tao Uptown who: (a) were not paid the prevailing minimum wage for all hours worked; and (b) were not provided gratuities and/or "charges purported to be gratuities" which were unlawfully retained or distributed to non-tip eligible employees by Defendants, during the full statutory limitations period (the "NYLL Class Period"). Plaintiff and all other such similarly-situated persons are jointly referred to herein as the "NYLL Class."

JURISDICTION AND VENUE

5. Pursuant to 28 U.S.C. §§ 1331 and 1343, the Court has subject matter jurisdiction over this action because this action involves federal questions regarding the deprivation of Plaintiff's and the FLSA Collective's and NYLL Class's rights under the FLSA. Pursuant to 28

U.S.C. § 1367(a), the Court has supplemental jurisdiction over the related claims brought under the NYLL.

6. Pursuant to 28 U.S.C. § 1391(a), venue is proper in this district because a substantial part of the events or omissions giving rise to this action occurred in this district.

7. Plaintiff's claims are properly consolidated as a single action because his claims and those of the FLSA Collective and NYLL Class that he seeks to represent involve the same defendants, arise from the same nexus of facts and circumstances, and involve nearly identical issues of fact and law.

PARTIES

8. Defendant Tao Licensing LLC is a Delaware corporation, with headquarters in New York City, specifically, at 888 Seventh Avenue, Suite 3402, New York, New York 10106. Tao Licensing LLC owns and operates numerous restaurants and nightclubs in New York City, as well as in Las Vegas, Nevada and in Sydney, Australia. Defendant Tao Licensing LLC operates under the name "Tao Group," which claims on its website that it is "a leading restaurant and nightlife company that develops, owns and operates many of the most successful food, beverage and nightlife entertainment venues in the United States," and boasts its "impeccable record for throwing world class events with the most influential leaders in the industries of business, finance, fashion, entertainment, and technology" as "unparalleled in the hospitality industry." Tao Group's currently existing restaurants and nightclubs in New York City alone include "Avenue," "Beauty & Essex," "LAVO Italian Restaurant and Nightclub," "Marquee Nightclub," "The Stanton Social," "TAO Asian Bistro Downtown" and "Ph-D Rooftop." At all relevant times, Tao Licensing LLC was an "employer" within the meaning of all applicable

statutes, and an enterprise engaged in commerce as defined by § 203(r) and (s) of the FLSA, with annual gross volume business done in an amount not less than $500,000.

9. At all relevant times, Tao Licensing LLC has owned and operated an entity named "Tao Group," which in turn has owned and operated Tao Uptown, which is located at 42 East 58th Street, New York, New York 10022.

10. Defendant Madison Entertainment Associates LLC is a Delaware corporation registered to do business in New York, which lists itself for service of process at 888 Seventh Avenue, Suite 3402, New York, New York 10126. At all relevant times, Madison Entertainment Associates LLC was an "employer" within the meaning of all applicable statutes, and an enterprise engaged in commerce as defined by § 203(r) and (s) of the FLSA, with annual gross volume business done in an amount not less than $500,000.

11. At all relevant times, Madison Entertainment Associates LLC has owned and operated an entity named "Tao Group," which in turn has owned and operated Tao Uptown, which is located at 42 East 58th Street, New York, New York 10022.

12. Strategic Hospitality Group, LLC is a New York corporation, which accepts service of process through the Secretary of State. At all relevant times, Strategic Hospitality Group, LLC was an "employer" within the meaning of all applicable statutes, and an enterprise engaged in commerce as defined by § 203(r) and (s) of the FLSA, with annual gross volume business done in an amount not less than $500,000.

13. At all relevant times, Strategic Hospitality Group, LLC has owned and operated an entity named "Tao Group," which in turn has owned and operated Tao Uptown, which is located at 42 East 58th Street, New York, New York 10022.

14. Asia Five Eight, LLC is a New York corporation, which lists itself for service of process at 888 Seventh Avenue, Suite 3402, New York, New York 10126. At all relevant times, Asia Five Eight, LLC was an "employer" within the meaning of all applicable statutes, and an enterprise engaged in commerce as defined by § 203(r) and (s) of the FLSA, with annual gross volume business done in an amount not less than $500,000.

15. At all relevant times, Asia Five Eight, LLC has owned and operated an entity named "Tao Group," which in turn has owned and operated Tao Uptown, which is located at 42 East 58th Street, New York, New York 10022.

16. Upon information and belief, Tao Licensing LLC, Madison Entertainment Associates LLC, Strategic Hospitality Group, LLC and Asia Five Eight, LLC operate under common ownership, share employees, are managed by the same individuals and subject their employees to the same policies and procedures, in particular policies and procedures relating to the violations alleged in this Complaint.

17. Tao Licensing LLC, Madison Entertainment Associates LLC, Strategic Hospitality Group, LLC and Asia Five Eight, LLC are jointly referred to herein as "Tao."

18. Plaintiff Abu Ashraf is an adult resident of Queens County, New York, and was employed by Defendants as a Busser at Tao Uptown from in or around 2000 to in or around November 2012. At all relevant times, Mr. Ashraf was an "employee" within the meaning of all applicable statutes. A Consent to Participate as a Plaintiff in this action executed by Plaintiff Ashraf will be filed with the Court.

FACTUAL ALLEGATIONS

Minimum Wage Violations

19. Defendants were/are permitted under the FLSA and NYLL to pay certain tipped employees at a statutory hourly rate that is less than the standard hourly minimum wage rate, so long as the "tips" or "gratuities" that such tipped employee is expected to receive, when added to the hourly wages, meet or exceed the standard hourly minimum wage, and so long as all tips received by the employees are retained by the employee, and no portion of the tips are retained by Defendants or given to employees in non-tipped positions.

20. However, Defendants were not entitled to avail themselves of the reduced minimum wage by applying the tip credit allowance for Plaintiff, the FLSA Collective, and the NYLL Class, because, *inter alia*, Defendants required them to share and/or pool their tips with non-"tipped" employees such as "Polishers/Stockers" and other employees who did not perform "tipped" duties and/or did not have meaningful interaction with customers.

21. As such, Defendants were obligated to pay Plaintiff, the FLSA Collective, and the NYLL Class the standard hourly minimum wage rate, and not any reduced minimum wage through application of a tip credit.

22. At relevant times throughout the FLSA Collective Period and NYLL Class Period, Plaintiff, the FLSA Collective, and the NYLL Class were required to pool their tips with other service employees, and would receive tips based on a point system that corresponded to each employee's specific position.

23. However, participating in the tip pool were "Polishers/Stockers" who did not perform any direct customer service, were not engaged in customarily tipped work, and did not have meaningful interaction with customers.

24. Specifically, a Polisher's/Stocker's duties were to stock and polish silverware and dishware out of the view of and without any interaction with customers.

25. Defendants would carry out this unlawful practice of including Polishers/Stockers in the tip pool by mandating that certain employees who otherwise worked as Bussers perform exclusively the work of Polishers/Stockers during the entirety of their shifts. Defendants would rotate different Bussers to perform the work of Polishers/Stockers, but nevertheless still pay these employees performing non-tipped work at an hourly wage rate below the minimum wage plus tips from the tip pool.

26. Upon information and belief, Defendants have discontinued this unlawful practice of including Polishers/Stockers in the tip pool at some point in time subsequent to 2012, and now employ specific individuals to perform the work of Polishers/Stockers, and pay these employees at an hourly rate at or above the minimum wage and do not include them in the tip pool.

27. At all relevant times, Defendants knew that nonpayment of the minimum wage would economically injure Plaintiff, the FLSA Collective, and the NYLL Class and violated federal and state laws.

New York Labor Law § 196-d Violations

28. During Plaintiff's employment and at relevant times during the NYLL Class Period, Defendants unlawfully retained tips and distributed tips to tip ineligible employees that were owed to Plaintiff and other members of the NYLL Class, in violation of NYLL § 196-d.

29. For instance, during Plaintiff's employment, Defendants held private events at Tao Uptown, for which Defendants' clients were required to pay an automatic/mandatory "service charge" (or charge with a similar name), comprising a percentage of the total bill (rcfcrred to herein as the "Service Charge.").

30. Defendants led or knowingly allowed their customers to reasonably believe that the Service Charges was a gratuity by, *inter alia*, calling it a "service charge," representing to customers that the charge was a gratuity, and failing to tell customers that the charge was not a gratuity.

31. However, Defendants did not remit the gratuities collected from private events to Plaintiffs and members of the NYLL Class. Rather, Defendants paid Plaintiff and the members of the NYLL Class a flat hourly wage rate for the time they spent working at private events at Tao Uptown.

32. Throughout the relevant time period, Defendants had knowledge of NYLL § 196-d and the legal requirement that service employees are entitled to their gratuities, and that it is unlawful for gratuities to be retained by the employer.

33. Nonetheless, Defendants unlawfully retained all or part these Service Charges and other gratuities collected from private events, which should have been distributed to Plaintiff and the NYLL Class.

34. Defendants also distributed tips to tip-ineligible employees, including, but not limited to, Polishers/Stockers, which should have been distributed to Plaintiff and the NYLL Class.

FLSA COLLECTIVE ACTION ALLEGATIONS

35. Plaintiff brings his FLSA claims as a collective action pursuant to the FLSA on behalf of himself and on behalf of all other similarly-situated persons who were employed by Defendants at the Restaurant as "Servers," "Bussers," "Runners," "Bartenders," "Barbacks," "Captains," or similar service "tipped" positions during the FLSA Collective Period.

36. At all relevant times, Plaintiff and the other members of the FLSA Collective were similarly situated, had substantially similar job requirements, were paid in the same manner and under the same common policies, plans and practices, and were subject to Defendants' practice of willfully failing and refusing to pay them at the legally required minimum wage for all hours worked, and allowing non-tipped employees to share in their tips.

37. During the FLSA Collective Period, Defendants were fully aware of the duties performed by Plaintiff and the FLSA Collective, and that those duties were not exempt from the minimum wage provisions of the FLSA.

38. As a result of Defendants' conduct as alleged herein, Defendants violated 29 U.S.C. § 206 by not paying the FLSA Collective and Plaintiff the prevailing minimum wage for all hours worked.

39. Defendants' violations of the FLSA were willful, repeated, knowing, intentional and without a good faith basis, and significantly damaged Plaintiff and the FLSA Collective.

40. As a result of Defendants' conduct, Defendants are liable to Plaintiff and the FLSA Collective for the full amount of their unpaid minimum wage, plus an additional equal amount as liquidated damages, plus the attorneys' fees and costs incurred by Plaintiff and the FLSA Collective.

41. While the exact number of the FLSA Collective is unknown to Plaintiff at the present time, upon information and belief, there are at least one hundred (100) other similarly-situated persons who were employed by Defendants at the Restaurant as "Servers," "Bussers," "Runners," "Bartenders," "Barbacks," "Captains," or similar service "tipped" positions during the FLSA Collective Period.

42. Plaintiff is currently unaware of the identities of the FLSA Collective. Accordingly, Defendants should be required to provide Plaintiff with a list of all persons employed by Defendants at the Restaurant as "Servers," "Bussers," "Runners," "Bartenders," "Barbacks," "Captains," or similar service "tipped" positions during the FLSA Collective Period, along with their last known addresses, telephone numbers and e-mail addresses, so Plaintiff can give the FLSA Collective notice of this action and an opportunity to make an informed decision about whether to participate in it.

RULE 23 CLASS ACTION ALLEGATIONS

43. Plaintiff brings his NYLL claims as a class action pursuant to Federal Rule of Civil Procedure 23 on behalf of himself and on behalf of all other similarly-situated persons who were employed by Defendants at the Restaurant as "Servers," "Bussers," "Runners," "Bartenders," "Barbacks," "Captains," or similar service "tipped" positions during the NYLL Class Period who were: (i) not paid the prevailing minimum wage for all hours worked; and (ii) unlawfully denied gratuities or charges purported to be gratuities.

44. The basic job duties of the NYLL Class were the same as or substantially similar to those of Plaintiff, and the NYLL Class members were paid in the same manner and under the same common policies, plans and practices as Plaintiff.

45. The NYLL Class, like Plaintiff, all have been subject to the same unlawful policies, plans and practices of Defendants, including not paying the prevailing minimum wage for all hours worked and retaining gratuities or charges purported to be gratuities.

46. During the NYLL Class Period, Defendants were fully aware of the duties performed by Plaintiff and the NYLL Class, and that those duties were not exempt from the minimum wage and other applicable provisions of the NYLL and/or its regulations.

47. As a result of Defendants' conduct as alleged herein, Defendants violated the NYLL and/or its regulations by not paying the NYLL Class and Plaintiff the prevailing minimum wage for all hours worked, retaining gratuities and distributing gratuities to tip-ineligible employees. Defendants' violations of the NYLL and/or its regulations were willful, repeated, knowing, intentional and without a good faith basis, and significantly damaged Plaintiff and the NYLL Class.

48. As a result of Defendants' conduct, Defendants are liable to Plaintiff and the NYLL Class for the full amount of their unpaid minimum wages and the gratuities or charges purported to be gratuities retained/unlawfully distributed by Defendants, plus an additional amount as liquidated damages, plus the attorneys' fees and costs incurred by Plaintiff and the NYLL Class.

49. Certification of the NYLL Class' claims as a class action is the most efficient and economical means of resolving the questions of law and fact common to Plaintiff's claims and the claims of the NYLL Class. Plaintiff has standing to seek such relief because of the adverse effect that Defendants' unlawful compensation policies and practices have had on him individually and on members of the NYLL Class. Without class certification, the same evidence and issues would be subject to re-litigation in a multitude of individual lawsuits with an attendant risk of inconsistent adjudications and conflicting obligations. Certification of the NYLL Class is the most efficient and judicious means of presenting the evidence and arguments necessary to resolve such questions for Plaintiff, the NYLL Class and Defendants.

50. Plaintiff's claims raise questions of law and fact common to the NYLL Class. Among these questions are:

a. Whether Defendants employed Plaintiff and the NYLL Class members within the meaning of the New York Labor Law;

b. Whether Defendants paid Plaintiff and the NYLL Class members the federal and state minimum wage for all hours worked during the NYLL Class Period;

c. Whether Defendants' failure to pay the prevailing minimum wage to Plaintiff and the NYLL Class constitutes a violation of NYLL §§ 650 *et seq*.;

d. At what common rate, or rates subject to common methods of calculation, were Defendants required to pay Plaintiff and the Class members for their work;

e. Whether Defendants illegally retained Plaintiff's and NYLL Class members' tips and distributed them to non-tipped employees, such as Polishers/Stockers and other individuals who were not working in customarily tipped positions and/or did not have meaningful contact with customers;

f. Whether the automatic/mandatory service charge charged to Defendants' private event customers was a gratuity within the meaning of NYLL § 196-d;

g. Whether Defendants illegally retained Plaintiff' and the NYLL Class' gratuities or charges purported to be gratuities; and

h. Whether Defendants' violations of the NYLL and/or its regulations were willful.

51. These common questions of law and fact arise from the same course of events, and each NYLL Class member will make similar legal and factual arguments to prove liability.

52. Plaintiff is a member of the NYLL Class that he seeks to represent. Plaintiff's claims are typical of the claims of the NYLL Class. The relief Plaintiff seeks for the unlawful policies and practices complained of herein is also typical of the relief which is sought on behalf of the NYLL Class.

53. Plaintiff's interests are co-extensive with those of the NYLL Class that he seeks to represent in this case. Plaintiff is willing and able to represent the NYLL Class fairly and to vigorously pursue their similar individual claims in this action. Plaintiff has retained counsel who are qualified and experienced in labor and employment class action litigation, and who are able to meet the time and fiscal demands necessary to litigate a class action of this size and complexity. The combined interests, experience and resources of Plaintiff and his counsel to

litigate the individual and NYLL Class claims at issue in this case satisfy the adequacy of representation requirement of Fed. R. Civ. P. 23(a)(4).

54. Defendants have acted or refused to act on grounds generally applicable to the NYLL Class, making final injunctive and declaratory relief appropriate with respect to the NYLL Class as a whole.

55. Injunctive and declaratory relief are the predominant relief sought in this case because they are the culmination of the proof of Defendants' individual and class-wide liability and the essential predicate for Plaintiff's and the NYLL Class members' entitlement to monetary and non-monetary remedies to be determined at a later stage of the proceedings.

56. The common issues of fact and law affecting Plaintiff's claims and those of the NYLL Class members, including the common issues identified above, predominate over any issues affecting only individual claims.

57. A class action is superior to other available means for the fair and efficient adjudication of Plaintiff's claims and the claims of the NYLL Class. There will be no difficulty in the management of this action as a class action.

58. The cost of proving Defendants' violations of the NYLL and the supporting New York State Department of Labor regulations makes it impracticable for Plaintiff and the NYLL Class to pursue their claims individually. Maintenance of a class action promotes judicial economy by consolidating a large class of plaintiffs litigating identical claims. The claims of the NYLL Class interrelate such that the interests of the members will be fairly and adequately protected in their absence. Additionally, the questions of law and fact common to the NYLL Class arise from the same course of events and each class member makes similar legal and factual arguments to prove the Defendants' liability.

59. The NYLL Class is so numerous that joinder of all members is impracticable. While the exact number of the NYLL Class is unknown to Plaintiff at the present time, upon information and belief, there are at least one hundred (100) similarly-situated persons who were employed by Defendants at the Restaurant as Servers," "Bussers," "Runners," "Bartenders," "Barbacks," "Captains," or similar service "tipped" positions during the NYLL Class Period.

60. Plaintiff is currently unaware of the identities of the NYLL Class members. Accordingly, Defendants should be required to provide Plaintiff with a list of all persons employed by Defendants at the Restaurant as Servers," "Bussers," "Runners," "Bartenders," "Barbacks," "Captains," or similar service "tipped" positions during the NYLL Class Period, along with their last known addresses, telephone numbers and e-mail addresses, so Plaintiff can give the NYLL Class notice of this action and an opportunity to make an informed decision about whether to participate in it.

FIRST CLAIM FOR RELIEF
(Failure to Pay Minimum Wage in Violation of 29 U.S.C. § 206)

61. Plaintiff, on behalf of himself and the FLSA Collective, realleges and incorporates by reference all preceding paragraphs as if they were set forth again herein.

62. The FLSA requires covered employers, such as Defendants, to pay all non-exempt employees the prevailing minimum wage for all hours worked. Plaintiff and the FLSA Collective were not exempt from the requirement that Defendants pay them the prevailing minimum wage under the FLSA.

63. During the FLSA Collective Period, Defendants did not pay Plaintiff and the FLSA Collective the prevailing minimum wage for all hours worked for Defendants.

64. As a result of Defendants' failure to pay Plaintiff and the FLSA Collective the prevailing minimum wage for all hours worked, Defendants violated the FLSA.

65. The foregoing conduct of Defendants constitutes willful violations of the FLSA.

66. Defendants' violations of the FLSA have significantly damaged Plaintiff and the FLSA Collective and entitle them to recover the total amount of their unpaid minimum wage, an additional equal amount in liquidated damages, and attorneys' fees and costs.

SECOND CLAIM FOR RELIEF
(Failure to Pay Minimum Wage in Violation of NYLL §§ 650 *et seq*.)

67. Plaintiff, on behalf of himself and the NYLL Class, realleges and incorporates by reference all preceding paragraphs as if they were set forth again herein.

68. The NYLL requires covered employers, such as Defendants, to pay all non-exempt employees the prevailing minimum wage for all hours worked. Plaintiff and the NYLL Class were not exempt from the requirement that Defendants pay them the prevailing minimum wage under the NYLL.

69. During the NYLL Class Period, Defendants did not pay Plaintiff and the NYLL Class the prevailing minimum wage for all hours worked for Defendants.

70. As a result of Defendants' failure to pay Plaintiff and the NYLL Class the prevailing minimum wage for all hours, Defendants violated the NYLL.

71. The foregoing conduct of Defendants constitutes willful violations of the NYLL.

72. Defendants' violations of the NYLL have significantly damaged Plaintiff and the NYLL Class and entitle them to recover the total amount of their unpaid minimum wage, an additional amount in liquidated damages, and attorneys' fees and costs.

THIRD CLAIM FOR RELIEF
(NYLL Violations for Illegal Retention of Gratuities)

73. Plaintiff, on behalf of himself and the NYLL Class, realleges and incorporates by reference all preceding paragraphs as if they were set forth again herein.

74. Plaintiff and the NYLL Class members were employed by Defendants within the meaning of NYLL §§ 2 and 651.

75. N.Y. Lab. Law § 196-d bars an employer from retaining "any part of a gratuity or of any charge purported to be gratuity[.]"

76. During the NYLL Period, Defendants unlawfully demanded and retained gratuities and "charges purported to be gratuities" from Plaintiff and the NYLL Class, including during private events, in violation of NYLL § 196-d.

77. Due to Defendants' NYLL violations, Plaintiff and the NYLL Class members are entitled to recover from Defendants the amount of retained gratuities, liquidated damages, attorneys' fees and costs, and interest.

FOURTH CLAIM FOR RELIEF
(NYLL Violations for Illegal Distribution of Gratuities)

78. Plaintiff, on behalf of himself and the NYLL Class, realleges and incorporates by reference all preceding paragraphs as if they were set forth again herein.

79. Plaintiff and the NYLL Class members were employed by Defendants within the meaning of NYLL §§ 2 and 651.

80. N.Y. Lab. Law § 196-d bars an employer from retaining "any part of a gratuity or of any charge purported to be gratuity[.]"

81. During the NYLL Period, Defendants unlawfully retained gratuities and "charges purported to be gratuities" from Plaintiff and the NYLL Class and distributed them to tip-ineligible employees, in violation of NYLL § 196-d.

82. Due to Defendants' NYLL violations, Plaintiff and the NYLL Class members are entitled to recover from Defendants the amount of retained gratuities, liquidated damages, attorneys' fees and costs, and interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, the FLSA Collective and the NYLL Class, respectfully requests that this Court:

A. Declare that the practices complained of herein are unlawful under applicable federal and state law;

B. Declare this action to be maintainable as a collective action pursuant to 29 U.S.C. §216, and direct Defendants to provide Plaintiff with a list of all members of the FLSA Collective, including all last known addresses, telephone numbers and e-mail addresses of each such person, so Plaintiff can give such persons notice of this action and an opportunity to make an informed decision about whether to participate in it;

C. Determine the damages sustained by Plaintiff and the FLSA Collective as a result of Defendants' violations of the FLSA, and award those damages against Defendants and in favor of Plaintiff and the FLSA Collective, plus such pre-judgment and post-judgment interest as may be allowed by law;

D. Award Plaintiff and the FLSA Collective an additional equal amount as liquidated damages because Defendants' violations were willful and/or without a good faith basis;

E. Declare this action to be maintainable as a class action pursuant to Fed. R. Civ. P. 23, and direct Defendants to provide Plaintiff with a list of all members of the NYLL Class, including all last known addresses, telephone numbers and e-mail addresses of each such person, so Plaintiff can give such persons notice of this action and an opportunity to make an informed decision about whether to participate in it;

F. Designate Plaintiff as representative of the NYLL class, and his counsel of record as class counsel;

G. Determine the damages sustained by Plaintiff and the NYLL Class as a result of Defendants' violations of the NYLL and/or its regulations, and award those damages against Defendants and in favor of the Plaintiff and the NYLL Class, plus such pre-judgment and post-judgment interest as may be allowed by law;

H. Award Plaintiff and the NYLL Class an additional amount as liquidated damages pursuant to the NYLL because Defendants' violations were willful and/or without a good faith basis;

I. Award Plaintiff, the FLSA Collective and the NYLL Class their reasonable attorneys' fees and costs and disbursements in this action including, but not limited to, any accountants' or experts' fees; and

J. Grant Plaintiff, the FLSA Collective and the NYLL Class such other and further relief that the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and on behalf of all other similarly-situated persons, hereby demands a trial by jury on all issues of fact and damages.

Dated: August 6, 2015
New York, New York

Respectfully submitted,

WIGDOR LLP

By: ______________________
David E. Gottlieb
Tanvir H. Rahman

85 Fifth Avenue
New York, NY 10003
Telephone: (212) 257-6800
Facsimile: (212) 257-6845
dgottlieb@wigdorlaw.com
trahman@wigdorlaw.com

Attorneys for Plaintiff and the Proposed FLSA Collective and NYLL Class